

Exhibit I

AFFIDAVIT OF BULK SALE OF ACCOUNTS

HSBC Consumer Lending (USA) Inc.

STATE OF VIRGINIA

CITY OF CHESAPEAKE

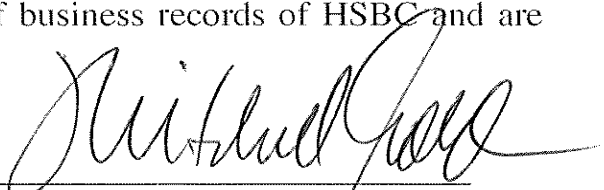
Under oath, Mitchell Gold states:

1. My name is Mitchell Gold. I am Vice President and Assistant Secretary, Administrative Services Division for HSBC Consumer Lending (USA) Inc. (identified in this Affidavit as “HCLU”). On or about 08/26/11, HCLU, on behalf of and as managing company for Beneficial Company LLC and HFC Company LLC and their respective subsidiaries, including those named on the list attached hereto as “Exhibit 1” (identified in this Affidavit as “HSBC”), sold a pool of accounts (identified in this Affidavit as the “Sold Accounts”) by a Purchase and Sale Agreement and a Bill of Sale to Midland Funding LLC (identified in this Affidavit as the “Debt Buyer”).

2. As part of the sale of the Sold Accounts, records relating to individual Sold Accounts were transferred to the Debt Buyer. Because of the sale of the Sold Accounts, HSBC acknowledges that Debt Buyer became the owner of the Sold Accounts on the date of sale.

3. As part of my regular job duties, I have access to and routinely review the account records of HCLU and HSBC. I am authorized to make


this Affidavit on behalf of HCLU. The facts stated herein are based upon my personal knowledge from my review of business records of HSBC and are true and correct.


Signature of Affiant Identified Above

City/County of Chesapeake

Commonwealth of Virginia

The foregoing instrument was subscribed and sworn before me this
10-10-12 by Mitchell Gold


Notary Public

Notary registration number: 7084842

My commission expires: August 31, 2015



Exhibit 1

Schedule 1

Beneficial Financial I Inc., a California corporation, on behalf of itself and as successor by merger to the following:

Beneficial Alabama Inc.	Beneficial Arizona Inc.
Beneficial California Inc.	Beneficial Colorado Inc.
Beneficial Delaware Inc.	Beneficial Discount Co. of Virginia
Beneficial Finance Co. of West Virginia	Beneficial Finance Services, Inc.
Beneficial Georgia Inc.	Beneficial Hawaii Inc.
Beneficial Idaho Inc.	Beneficial Illinois Inc.
Beneficial Indiana Inc.	Beneficial Iowa Inc.
Beneficial Kansas Inc.	Beneficial Loan Corporation of Kentucky
Beneficial Management Corporation	Beneficial Management Institute, Inc.
Beneficial Maryland Inc.	Beneficial Mississippi Inc.
Beneficial Missouri, Inc.	Beneficial Montana Inc.
Beneficial Nebraska Inc.	Beneficial Nevada Inc.
Beneficial New Jersey Inc.	Beneficial New Mexico Inc.
Beneficial North Carolina Inc.	Beneficial Ohio Inc.
Beneficial Oklahoma Inc.	Beneficial South Carolina Inc.
Beneficial Texas Inc.	Beneficial Utah Inc.
Beneficial Vermont Inc.	Beneficial Virginia Inc.
Beneficial Washington Inc.	Beneficial Wisconsin Inc.

Exhibit 1

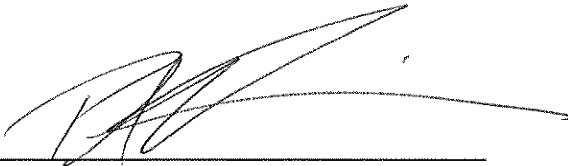
Schedule II

Beneficial Credit Services Inc., a Delaware corporation
Beneficial Connecticut Inc., a Delaware corporation
Beneficial Consumer Discount Company, a Pennsylvania corporation
Beneficial Florida Inc., a Delaware corporation
Beneficial New York Inc., a New York corporation
Beneficial Kentucky Inc., a Delaware corporation
Beneficial Loan & Thrift Co., a Minnesota corporation
Beneficial Louisiana Inc., a Delaware corporation
Beneficial Maine Inc., a Delaware corporation
Beneficial Massachusetts Inc., a Delaware corporation
Beneficial Michigan Inc., a Delaware corporation
Beneficial New Hampshire Inc., a Delaware corporation
Beneficial New York, Inc., a New York corporation
Beneficial Oregon Inc., a Delaware corporation
Beneficial Rhode Island Inc., a Delaware corporation
Beneficial South Dakota Inc., a Delaware corporation
Beneficial Tennessee Inc., a Tennessee corporation
Beneficial West Virginia Inc., a West Virginia corporation
Beneficial Wyoming Inc., a Wyoming corporation
Capital Financial Services Inc., a Nevada corporation
Household Finance Consumer Discount Company, a Pennsylvania corporation
Household Finance Corporation II, a Delaware corporation
Household Finance Corporation III, a Delaware corporation
Household Finance Corporation of Alabama, an Alabama corporation
Household Finance Corporation of California, a Delaware corporation
Household Finance Corporation of Nevada, a Delaware corporation
Household Finance Corporation of West Virginia, a West Virginia corporation
Household Finance Industrial Loan Company, a Washington corporation
Household Finance Industrial Loan Company of Iowa, an Iowa corporation
Household Finance Realty Corporation of Nevada, a Delaware corporation
Household Finance Realty Corporation of New York, a Delaware corporation
Household Financial Center Inc., a Tennessee corporation
Household Industrial Finance Company, a Minnesota corporation
Household Industrial Loan Company of Kentucky, a Kentucky corporation
HSBC Credit Center, Inc., a Delaware corporation

CERTIFICATE OF CONFORMITY

I, Peter M. Kubin, an attorney-at-law admitted to practice in the State of Virginia, certify that the foregoing document was notarized by S.K. RENDON, a notary public in the State of Virginia, in conformity with the laws of the State of Virginia.

IN WITNESS WHEREOF, I have hereunto set my signature, on 10/10/12.

A handwritten signature in black ink, appearing to be 'PMK', is written over a horizontal line.

Peter M. Kubin

**EXHIBIT A
ASSIGNMENT AND BILL OF SALE**

HSBC Consumer Lending (USA) Inc., on behalf of and as managing company for Beneficial Company LLC and HFC Company LLC and their respective subsidiaries (collectively "Seller"), has entered into an Account Purchase and Sale Agreement dated August 24, 2011 ("Agreement"), for the sale of Accounts to Midland Funding LLC ("Purchaser"), upon the terms and conditions set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, Seller hereby sells, assigns, and transfers to Purchaser, its successors and assigns, all of Seller's rights, title, and interest in and to each and every one of the Accounts described in Account Schedule attached hereto, and contained within the Sale File described in such Account Schedule.

Purchaser and Seller agree that the Purchase Price for the Accounts shall be as stated in the Agreement.

IN WITNESS WHEREOF, Seller has signed and delivered this instrument on the 26 day of August, 2011.

HSBC CONSUMER LENDING
(USA), INC.

By: 

David J Nauman
Assistant Vice-President

RESTRICTED

S&S000088

EXHIBIT B
CLOSING STATEMENT
HSBC CONSUMER LENDING (USA) INC.

Unpaid Balance

Redacted

Purchase Rate

Total Purchase Price

Closing Date: August 26, 2011

A. On the Closing Date, Purchaser shall pay to Seller, by wire transfer or otherwise immediately available funds, the amount of Redacted. All funds must be by wire transfer.

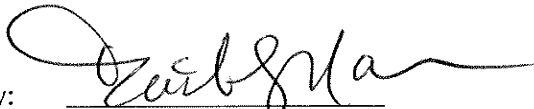
B. Seller agrees to transfer the entire amount of the Accounts (as that term is defined in the Agreement) to Purchaser on the Closing Date.

Funds must be wired as follows:

Redacted

HSBC CONSUMER LENDING
(USA), INC.

By:



David J Nauman
Assistant Vice-President

RESTRICTED

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EXHIBIT C

ACCOUNT SCHEDULE

There are **Redacted** Accounts that will be sold by Seller to Purchaser on the Closing Date, with an aggregate Unpaid Balance of **Redacted**. These Accounts are individually listed in the related Sale File identified as Encore NRE Bulk Quaternary 201108.xls and delivered to Purchaser on the Closing Date. The Sale File will contain at a minimum the following information: Account number, Borrower Name, Borrower Social Security Number, Account Balance, and Borrower Address, date of last payment, Date of Delinquency, and date of Charge Off.

Percentage of Account Documentation to be provided: 60%

Outline of Account Documents to be provided: applications, statements, and records, copies of previous payment checks, driver's licenses, correspondence, contracts or other available documents relating to the Accounts.

PURCHASE SPECIFICATIONS

The following quantity of Accounts shall be purchased by Purchase on the Closing Date at the price specified:


Type of Account	Total Unpaid Balance to be Purchased	Purchase Rate Per Dollar of Unpaid Balances
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Redacted

The Closing Date: The Closing Date for this transaction is to occur on August 26, 2011, at the offices of Seller.

Number of Accounts: **Redacted**

HSBC CONSUMER LENDING
(USA), INC.

By: 
David J Nauman
Assistant Vice-President

RESTRICTED

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AFFIDAVIT OF SALE OF INDIVIDUAL ACCOUNT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Under oath, Amelita Jankowski states:

1. My name is Amelita Jankowski . I am Vice President and Assistant Secretary,

Administrative Services Division of Household Finance Corporation III (identified in this Affidavit as "HSBC").

I am over the age of eighteen and authorized to make this Affidavit on its behalf. The facts stated herein are based upon my personal knowledge from my review of business records of HSBC and are true and correct. If called as a witness, I can testify competently to the facts contained herein. As part of my regular job duties, I have custody of and routinely review the account records made and maintained by HSBC in the ordinary course of its business.

2. On or about 8/24/2011 , HSBC sold the account numbered *****8468 now assigned account number *****5291 in the name of David Agoado with a balance of \$11,428.90 (identified in this Affidavit as the "Sold Account") by a Purchase and Sale Agreement and a Bill of Sale to Midland Funding LLC (identified in this Affidavit as the "Debt Buyer"). As part of the sale of the Sold Account, certain of HSBC's records relating to individual Sold Account were transferred to the Debt Buyer. Those records were made and/or recorded as part of the regular course of business of HSBC at or near the time of the acts, events, conditions or methods recorded. Because of the sale of the Sold Account, HSBC acknowledges that Debt Buyer became the owner of the Sold Account on the date of sale.

Dated: 6/4/14

Amelita Jankowski
Signature of Affiant Identified Above

City/County of Hillsborough
State of Florida

The foregoing instrument was subscribed and sworn before me this 4th of JUNE, 2014 by

AMELITA JANKOWSKI
Name of Affiant

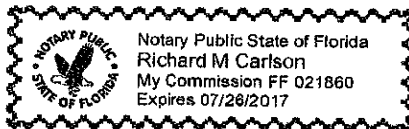
Richard M Carlson
Notary Public

Notary registration number:

FF021860

My commission expires:


07/26/2017



CERTIFICATE OF CONFORMITY

I, Torrey Taylor, an attorney-at-law admitted to practice in the State of Florida, certify that the foregoing document was notarized by Richard M. Carkey, a notary public in the State of Florida, in conformity with the laws of the State of Florida.

IN WITNESS WHEREOF, I have hereunto set my signature, on 6-4-13.



Torrey Taylor 10053

Midland Funding LLC
8/24/2011 5291Ago

HIGHLY RESTRICTED - 6016742v.5

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